

CONTRACT PERIOD THROUGH AUGUST 31, 2004

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PLUMBING AND ROOTERING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 8, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/lc
Attach

Copy to: Clerk of the Board
Steve Varscack, Facilities Management Department
Monica Mendoza, Materials Management

(Please remove Serial 98056-X from your contract notebooks)

SERIAL 01038-SC

SPECIFICATIONS ON INVITATION FOR BID FOR: PLUMBING AND ROOTERING SERVICES

1.0 INTENT:

The intent of this Invitation For Bids is to source responsive/responsible contractor(s) to provide comprehensive plumbing services and sewer rootering service for the County Facilities Management Department (FMD), or other County departments, at various County owned/leased buildings, on as as-needed basis.

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration for services requested by other County agencies.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to repair, retrofit, or replacement of plumbing systems and products used in the residential, commercial, and industrial environments.

Machinery/equipment that will be considered as additional cost and used indirectly to the plumbing industry for the performance of normal plumbing services, such as, but not limited to:

Backhoes
Jackhammers
Concrete cutters
Excavators
Chain hoists

These items (And other approved equipment) will be line item priced and allowed an administrative mark-up cost of five percent (5%).

- 2.2 Service Hours:

2.2.1 REGULAR SERVICE shall be work performed between 7:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

2.2.2 EMERGENCY AFTER HOURS shall be work performed after 6:00 PM and before 7:00 AM the next morning and Saturday work.

2.2.3 SUNDAY & HOLIDAYS shall be work performed during Sundays or during any County holiday.

Note: All "overtime" work will require verbal pre-approval from County supervisory staff, then initialing on invoice after completion.

- 2.3 Due to the nature of many County facilities operating on a seven/twenty-four schedule, each contractor awarded this bid shall make available to the County services 365 days per year, 24 hours per day.

- 2.4 Response Times:

2.4.1 Response time to all *REGULAR* service work shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during REGULAR hours, which shall be two (2) hours. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

2.4.2 *EMERGENCY AFTER HOURS* and *SUNDAY AND HOLIDAY* request shall have a two (2) hour response time.

- 2.4.3 The Contractor shall provide twenty-four (24) hour toll free telephone access to their staff. Contractor staff must respond back to the requestor within fifteen (15) minutes. This is essential due to various high priority customers FMD has (MCSO; Courts; Juvenile; etc.) should a crisis arise.

2.5 Project Work and Time and Materials:

- 2.5.1 Project work shall mean work performed on major projects or major repairs to facilities. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this contract. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.

- (A) The threshold from time and materials to project work shall be \$1,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.

- (B) The County's project quote sheet will contain the following information:

The contract serial number and name;
Name and address of site;
FMD site ID number;
Detailed scope of work,
Other information relative to the S.O.W.,
Line item for project cost,
Check box for "will quote" or "will not quote" the project,
Deadlines for quote delivery,
Signature line for both the County and the Contractor

- 2.5.2 After site review of the project, all contractors listed under plumbing services must submit the project quote sheet back to the requestor, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.

- 2.5.3 The submitted project price quote to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional cost without payment. ALL contractors are to have an opportunity to quote on project work, and the County user agencies MUST ensure all contractors of record for plumbing service receive such documentation.

- 2.5.4 Dependant on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered “non-responsive”.
- 2.5.5 Contractors shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.
- 2.5.6 This contract may also be used for time and materials work (under \$1,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so on. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.
- 2.6 The Contractor shall be responsible for sourcing all plumbing parts/components/fixtures necessary in the repair/replacement of plumbing systems. Exceptions are, if in the best interest of the County, to utilize its own plumbing commodity contracts to source said supplies.
- Replacement parts/components/fixtures shall be new and with minimum warranty of ninety (90) days, unless longer warranties are available from manufacturers. All labor for repairs shall have a 90-day warranty.
- 2.7 The Contractor shall not use any caustic cleaners, acids, descaling solutions, or other chemical agents to clean out any sewer line without authority from FMD staff.
- 2.8 All plumbing services provided to the County shall follow rules and regulations in accordance with requirements of the governing Plumbing Code. All work by Contractor shall be subject to inspection and approval by requesting County agency. All required building permits, if required, shall be obtained and paid by the Contractor, and invoiced without markup to the County.
- 2.9 The Contractor shall recommend to the County when a unit and/or parts replacement is necessary, when in the Contractor’s opinion, the repair cost exceeds the value of the unit or part, and it would be in the best interest of the County to replace this unit or part. The Contractor’s recommendation shall include both the cost and the labor to replace the part or unit in writing.
- 2.10 Sewer Line Rootering:
- 2.10.1 This service to be all-inclusive, that is, the flat rate shall include all materials, tools, equipment, labor, supervision, transportation, trip charges, and travel time for a minimum of two hours. Length of run shall be infinite.
- 2.10.2 Three types of rootering to be made available to the County:
Hand held (Auger)
Electric/mechanical (Cable)
Hydrojet (High pressure)
- 2.10.3 Contractors may bid exclusively for sewer rootering as bid in Attachment A, PRICING. This service shall be for clearing blockages in sanitary sewer lines, as needed, and shall have the same time parameters as in §2.2 and §2.4 above. This service for sanitary sewer lines from two inch (2”) to four inch (4”).

- 2.10.4 There may be occasions when mechanical rootering attempts fail, and the other alternative is high-pressure line cleaning. Currently, the County has in place a hydrojet line-cleaning contract. Only under the following circumstances may high-pressure machines be used under this contract:

If a rootering or plumbing contractor is on-site using an electric/mechanical machine, and attempts to clear the line are unsuccessful, and it is determined by the contractor and the County agency, that the next step is to use hydrojetting, and the contractor has a hydrojet machine in his service vehicle, such use of equipment can then be executed.

- 2.10.5 This service (electric/mechanical, hydrojetting) shall be flat rate, PER SERVICE, PER SITE, with a two (2) hour minimum stay. After two (2) hours of unsuccessful attempts to clear the blockage, the Contractor must notify County staff and a determination made as to what other alternatives can be used. The Contractor shall bill the County for the service, even though the blockage is still present, as long as County staff is notified of the Contractor's unsuccessful attempt.

- 2.10.6 Charge For Use Of Both Types Machines For Same Job:

If electric/mechanical rootering is used and is determined unsuccessful, same call, same day (As explained in §2.10.5 above), and the Contractor's plumber AND the County staff agrees to utilize the hydrojet, two charges are allowed:

- (A) Charge for electric/mechanical rootering, flat rate.
- (B) Charge for hydrojetting, flat rate

These two charges must be delineated on the invoice.

- 2.10.7 The Contractor shall use whatever equipment is available to them to unplug a waste line (See §2.7, referencing chemical usage)(See §2.10.4, referencing hydrojetting). This shall include, but not limited to: small type or large type rootering machines; 3/8" or 5/8" cable; any and all rootering augers available to them; or other rootering accessories used in the plumbing industry.

- 2.10.8 Broken Sewer Lines And Damage To Contractor's Equipment:

The County shall not be held responsible for broken cables or hoses while either cleaning a line or attempting to unclog one, with the exception of removal of Contractor's damaged equipment caused by structural defects (broken and/or out of alignment sewer lines). In this case, the County will pay for labor to remove broken cables/hoses, but not to repair or the replacement of damaged equipment. A belly in a sewer line is not considered broken/damaged.

- 2.11 Unless receiving verbal approval from the County, Contractor's staff assigned to this contract shall not walk-off the job without completing the job. Should a walk-off occur, the Contractor shall incur all charges for labor, travel time, equipment usage, etc.
- 2.12 The Contractor shall ensure all trash generated by work performed (either repairs or retrofitting) shall be removed from the site. Additionally, the Contractor will ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the job. Such disturbances may include, but not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. If an inspection reveals that the Contractor fails to clean up after work has been performed, The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor still fail to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoicing.

- 2.13 Trip Charges:
Trip charges are allowed when the contractor arrives on site and is unable to locate someone who knows anything of the call, sometimes referred to as a dead-end call –or-- nothing is found to be wrong and no actual labor is initiated. Should this be the case, only the trip charge is allowed, no labor charges shall be imposed on the County. Combination of trip charges and labor rates are not allowed if the service call is legitimate and actual plumbing work is initiated (Exceptions: if outside the 25-mile radius).
- 2.14 There shall be a line item price for camera service and leak detection.
- 2.15 Invoicing:
- 2.15.1 All invoicing for time and materials shall be sent to the County user agency that has requested the services of the Contractor. All T & M invoicing **MUST** include:
- Purchase order number (If used);
 - Terms as bid;
 - Contract serial number;
 - Job site name and address w/ FMD site number;
 - Description of work performed;
 - Itemized parts description and quantities;
 - Price of parts;
 - Total labor hours (MUST delineate if ‘after hours’ or ‘Sunday/holiday’ rates are billed);
 - Labor charges as bid;
 - Applicable sales tax on parts;
 - Grand total of invoice.
- 2.15.2 Billable Parts Pricing:
All parts sold to the County **MUST** be itemized and priced in one of two formats:
- (a) Priced separately as:
Contractor’s cost, then cost + percentage price (i.e., \$25.00 [contractor’s cost] \$30.00 [cost + percentage]), or
 - (b) Part priced singularly (contractor’s cost + percentage, i.e., \$30.00), with a statement at the bottom of invoice that states “The above parts pricing reflects XX% over cost.”
- 2.15.3 Invoicing for project work must contain:
Contract serial number;
Purchase order number (If used);
Terms as bid;
Description of work performed;
Location of job site and FMD site number);
Project cost as quoted;
Applicable construction tax if required (65% of retail tax rate);
Grand total.
Attached to the invoice must be the project quote sheet and all change orders.
- Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.15.4 Tax:

Taxes shall be imposed on plumbing parts and supplies purchased by the County. No tax shall be levied against labor (Exceptions: projects, 65% of retail tax rate for construction tax). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of TWO (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 Contractor's firm must be in business the plumbing or rooftering business a minimum five (5) years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor's plumbers assigned to this contract must have a minimum of five (5) years experience to perform any service to the County. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package.

3.4 All work performed by Contractor shall be to a professional standard, complying with the requirements of the applicable edition of the Uniform Plumbing Code, Uniform Building Code, State and Local building codes.

3.5 Contractors shall be licensed by the State of Arizona, Registrar of Contractors, having an:

- A-12 Construction license for Sewer, Drain, and Pipe Laying; **(OPTIONAL)*;**
- L-37 Commercial Plumbing license
- C-37 Residential Plumbing license (This vendor to be used by Housing Authority or Flood Control)

***May be subcontracted**

Copies of all licenses must accompany bid package. Note to bidders submitting bids for sewer rooftering only: *a State license is not required.*

3.6 Contractor must meet all Federal EPA and OSHA guidelines in the proper handling and disposal of special waste or contaminated materials.

3.7 Repair work for plumbing/mechanical service shall be performed with the use of one (1) plumber. If needed, Contractor may dispatch a plumber's helper (laborer) to aid the plumber. Any additional plumbers or helpers needed for a SPECIFIC job must be pre-approved by the County user agency.

- 3.8 Technical Training To County Staff:
The Contractor(s) may be required to provide technical expertise training in plumbing and mechanical services. These training sessions will be on-request by applicable County agencies. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractors facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. The County under a separate purchase order may purchase Service manuals. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Exceptions: equipment units purchased under project work will be specified in the job scope to include training. Technical training shall be performed during regular business hours.
- 3.9 All service work performed by Contractor shall be to a professional standard, meeting all required city building codes, and susceptible to FMD (Or other using agencies) staff inspection. Documentation, through an audit and feedback system of contract administration shall be used in this contract, by the County departments.
- 3.10 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine plumbing service and repairs, and hot water boiler service and repair. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. Bidders who are bidding only on the rooftering portion of this contract (See §2.10) shall carry sufficient electro-mechanical and/or hydrojetting machines, attachments, and tools necessary to perform this type of service. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.
- 3.11 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
- 3.12 The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 3.13 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no additional cost to the County.
- 3.14 A Maricopa County Sheriff's Office background check will be a requirement for all employees of Contractor's staff providing services to the County, whether plumbing service or roofer services. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County.
- 3.15 Contractor to pay for all connections, installation, use, development, etc. fees and/or charges, and obtain and pay required permits and licenses. These costs to be billed back to the County without mark-up.
- 3.16 Employees Of The Contractor
No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

3.17 Subcontracting:

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof (plumbing repair and services) without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

The subcontractor's rate for *plumbing services* shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. This is not allowed because this contract has been awarded to the prime contractor, and as such, is required to perform plumbing repairs and services accordingly. If the use of a plumbing subcontractor is granted, and conditions stated above acceptable to the prime, the subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the cost to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

3.17.1 Price Rate Exceptions In The Use of Subcontractors:

Should the prime contractor require work outside of their own competency and expertise, they may then use a subcontractor to perform such work. Examples would be, but not limited to: concrete cutting, underground detection, asbestos removal, or concrete removal and reinstallation. In these examples, the work is not plumbing in nature, and therefore the subcontractor may perform the services and bill at the prevailing rate for the service. In this case, the subcontractors accepted charges shall be paid by the prime, and invoiced to the County ~~as a pass-through without mark-up~~ **with a maximum 5% mark-up**.

3.17.2 Additionally, insurance and bonding requirements as outlined in this contract shall be a requirement of the subcontractor.

3.18 Required Submittals:

Each bidder MUST submit with the bid package the following required submittals. Failure to provide ALL the required submittals shall render the bid non-responsive.

3.18.1 Provide years of experience the firm has been in the plumbing service business. Provide roster of staff plumbers listing name, years of experience, and field of expertise.

3.18.2 Provide number of trucks in the service fleet and how stocked.

3.18.3 Provide copies of all licensing requirements.

3.19 INDEMNIFICATION AND INSURANCE:

3.19.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.19.2 INSURANCE REQUIREMENTS:

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.19.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.19.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.19.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.20 **BUILDERS' RISK (PROPERTY) INSURANCE**

The **CONTRACTOR** shall purchase and maintain, on replacement cost basis, Builders' Risk insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the **COUNTY** has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the **COUNTY**, the **CONTRACTOR**, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the **COUNTY**. For new construction projects, the **CONTRACTOR** agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the **CONTRACTOR** agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property comes under **CONTRACTOR'S** control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

Required coverages may be modified by an amendment to the Contract documents.

If the Contract requires testing of equipment or other similar operations, at the option of the **COUNTY**, the **CONTRACTOR** will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

3.21 **CERTIFICATES OF INSURANCE**

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (es) required by this contract is(are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR’S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.22 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.23 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.24 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.25 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability maybe considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County’s Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.26 **PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.27 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

3.28 **INQUIRIES:**

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT CONSULTANT – (602) 506-3450

Technical Telephone inquiries shall be addressed to:

STEVEVARSCSAK, FMD (602) 506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.29 **PRE-BID CONFERENCE:**

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JUNE 11, 2001
AT 9:00, AT THE MARICOPA COUNTY MATERIALS MANAGEMENT
DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003**

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 PRICE REDUCTIONS:

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

AMPAM RIGGS PLUMBING INC., 29 E. BROADWAY, MESA, AZ 85210

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING: S073407 / B0603887

1.0 PRICING ATTACHMENT:

Bidders are to provide pricing in columns below and must price-out each line item. Bidders may bid on individual plumbing service OR rooftering service, in part or in whole.

Trip charges are explained in Section 2.13.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

Rooftering service (electric/mechanical) shall be per service, as explained in Section 2.10. Hydrojet service separately line-item priced.

All billable (non-maintenance) rates after the first hour shall be in increments of one-quarter hour.

Service rates shall start when plumber arrives on-site (See note below). More than one plumber must be pre-approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point,

within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

SERVICE RATES OUTSIDE THE 25-MILE AREA:

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when plumber arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

LABOR, REGULAR HOURS:

3rd Call

		YEAR ONE	YEAR TWO	YEAR THREE
1.1	Plumber: (1 hr. min.)	\$75.00	\$75.00	\$75.00
1.2	Plumber Helper: (1 hr. min.)	\$20.00	\$20.00	\$20.00
<i>4th Call</i>				
1.3	Rooftering Service: (2 hr. min.)	\$100.00	\$100.00	\$100.00
1.4	Trip Charges (See Section 2.13):	\$0.00	\$0.00	\$0.00

LABOR, EMERGENCY AFTER HOURS AND SATURDAY:

5th Call

1.5	Plumber: (1 hr. min.)	\$115.00	\$115.00	\$115.00
1.6	Plumber Helper: (1 hr. min.)	\$30.00	\$30.00	\$30.00
<i>4th Call</i>				
1.7	Rooftering Service: (2 hr. min.)	\$140.00	\$140.00	\$140.00
1.8	Trip Charges (See Section 2.13):	\$0.00	\$0.00	\$0.00

AMPAM RIGGS PLUMBING INC., 29 E. BROADWAY, MESA, AZ 85210

1.0 PRICING ATTACHMENT: (continued)

LABOR, SUNDAY AND HOLIDAY:

5th Call

1.9	Plumber: (1 hr. min.)	\$150.00	\$150.00	\$150.00
1.10	Plumber Helper: (1 hr. min.)	\$50.00	\$50.00	\$50.00
<i>4th Call</i>				
1.11	Rootering Service: (2 hr. min.)	\$200.00	\$200.00	\$200.00
1.12	Trip Charges (See Section 2.13):	\$0.00	\$0.00	\$0.00

OTHER SERVICES:

1.13	Hydrojetting service:	\$305.00/min. 2 hrs.
1.14	Hydrojetting, each additional:	\$125.00/per hr. thereafter
1.15	Technical Training (See section 3.6):	\$200.00per student/per 4-hour session
1.16	Camera Service: (With operator)	\$215.00/per hr.
1.17	Leak Detection: (With operator)	\$215.00/per hr.
1.18	Labor, for services outside the scope of contract:	\$100.00/per hr.
1.19	Plumbing supplies, parts, components, fixtures, etc.:	Cost plus: <u>50</u> %

Terms: NET 30

Federal Tax ID Number: 86-0265707

Telephone Number: 480/ 834-1466

Fax Number: 480/ 827-4799

Contact Person: Jason Edwards

Vendor Number: 860265707

E-mail Address: jasone@keithriggs.com

Contract Period: To cover the period ending **AUGUST 31, 2004.**

ARIZONA PLUMBING SERVICES, 3112 W. VIRGINIA AVE, PHOENIX, AZ 85009-1505

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

PRICING: S073407 / B0603887

1.0 PRICING ATTACHMENT:

Bidders are to provide pricing in columns below and must price-out each line item. Bidders may bid on individual plumbing service OR rootering service, in part or in whole.

Trip charges are explained in Section 2.13.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

Rootering service (electric/mechanical) shall be per service, as explained in Section 2.10. Hydrojet service separately line-item priced.

All billable (non-maintenance) rates after the first hour shall be in increments of one-quarter hour.

Service rates shall start when plumber arrives on-site (See note below). More than one plumber must be pre-approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point,

within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

SERVICE RATES OUTSIDE THE 25-MILE AREA:

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when plumber arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

LABOR, REGULAR HOURS:

1st Call

		YEAR ONE	YEAR TWO	YEAR THREE
1.1	Plumber: (1 hr. min.)	\$43.75	\$44.75	\$45.75
1.2	Plumber Helper: (1 hr. min.)	\$29.00	\$29.00	\$29.00
<i>1st Call</i>				
1.3	Rootering Service: (2 hr. min.)	\$72.00	\$72.00	\$72.00
1.4	Trip Charges (See Section 2.13):	\$20.00	\$20.00	\$20.00

LABOR, EMERGENCY AFTER HOURS AND SATURDAY:

1st Call

1.5	Plumber: (1 hr. min.)	\$63.00	\$64.00	\$65.00
1.6	Plumber Helper: (1 hr. min.)	\$42.00	\$43.00	\$44.00
<i>2nd Call</i>				
1.7	Rootering Service: (2 hr. min.)	\$68.00	\$110.00	\$112.00
1.8	Trip Charges (See Section 2.13):	\$25.00	\$25.00	\$25.00

ARIZONA PLUMBING SERVICES, 3112 W. VIRGINIA AVE, PHOENIX, AZ 85009-1505

1.0 PRICING ATTACHMENT: (continued)

LABOR, SUNDAY AND HOLIDAY:

1st Call

1.9	Plumber: (1 hr. min.)	\$63.00	\$64.00	\$65.00
1.10	Plumber Helper: (1 hr. min.)	\$42.00	\$43.00	\$44.00
<i>2nd Call</i>				
1.11	Rootering Service: (2 hr. min.)	\$108.00	\$110.00	\$112.00
1.12	Trip Charges (See Section 2.13):	\$30.00	\$30.00	\$30.00

OTHER SERVICES:

1.13	Hydrojetting service:	\$225.00/min. 2 hrs.
1.14	Hydrojetting, each additional:	\$100.00/per hr. thereafter
1.15	Technical Training (See section 3.6):	\$135.00any number of students/ per 4-hour session
1.16	Camera Service: (With operator)	\$87.50/per hr. with a 2 hr. minimum
1.17	Leak Detection: (With operator)	\$75.00/per hr. with a 2 hr. minimum
1.18	Labor, for services outside the scope of contract:	\$44.00/per hr.
1.19	Plumbing supplies, parts, components, fixtures, etc.:	Cost plus: <u>24</u> %

Terms: 2% 10 DAYS NET 30

Federal Tax ID Number: 86-0614610

Telephone Number: 602/ 484-0666

Fax Number: 602/ 442-8757

Contact Person: Larry Stahl

Vendor Number: 860614610

E-mail Address: arizonaplumbing@foxinternet.com

Contract Period: To cover the period ending **AUGUST 31, 2004.**

HERNANDEZ COMPANIES INC., 3734 E. ANNE ST., PHOENIX, AZ 85040

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING: S073407 / B0603887

1.0 PRICING ATTACHMENT:

Bidders are to provide pricing in columns below and must price-out each line item. Bidders may bid on individual plumbing service OR rooftering service, in part or in whole.

Trip charges are explained in Section 2.13.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

Rooftering service (electric/mechanical) shall be per service, as explained in Section 2.10. Hydrojet service separately line-item priced.

All billable (non-maintenance) rates after the first hour shall be in increments of one-quarter hour.

Service rates shall start when plumber arrives on-site (See note below). More than one plumber must be pre-approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point,

within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

SERVICE RATES OUTSIDE THE 25-MILE AREA:

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when plumber arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

LABOR, REGULAR HOURS:

2nd Call

		YEAR ONE	YEAR TWO	YEAR THREE
1.1	Plumber: (1 hr. min.)	\$44.95	\$46.30	\$47.69
1.2	Plumber Helper: (1 hr. min.)	\$27.95	\$28.79	\$29.65
<i>3rd Call</i>				
1.3	Rooftering Service: (2 hr. min.)	\$89.90	\$92.60	\$95.38
1.4	Trip Charges (See Section 2.13):	\$39.95	\$41.15	\$42.38

LABOR, EMERGENCY AFTER HOURS AND SATURDAY:

2nd Call

1.5	Plumber: (1 hr. min.)	\$67.43	\$69.45	\$71.53
1.6	Plumber Helper: (1 hr. min.)	\$41.93	\$43.19	\$44.49
<i>3rd Call</i>				
1.7	Rooftering Service: (2 hr. min.)	\$134.85	\$138.90	\$143.07
1.8	Trip Charges (See Section 2.13):	\$59.93	\$61.73	\$63.58

HERNANDEZ COMPANIES INC., 3734 E. ANNE ST., PHOENIX, AZ 85040

1.0 PRICING ATTACHMENT: (continued)

LABOR, SUNDAY AND HOLIDAY:

2nd Call

1.9	Plumber: (1 hr. min.)	\$67.43	\$69.45	\$71.53
1.10	Plumber Helper: (1 hr. min.)	\$41.93	\$43.19	\$44.49
<i>3rd Call</i>				
1.11	Rootering Service: (2 hr. min.)	\$134.85	\$138.90	\$143.07
1.12	Trip Charges (See Section 2.13):	\$59.93	\$61.73	\$63.58

OTHER SERVICES:

1.13	Hydrojetting service:	\$175.00/min. 2 hrs.
1.14	Hydrojetting, each additional:	\$150.00/per hr. thereafter
1.15	Technical Training (See section 3.6):	\$179.80per student/per 4-hour session
1.16	Camera Service: (With operator)	\$200.00/per hr.
1.17	Leak Detection: (With operator)	\$175.00/per hr.
1.18	Labor, for services outside the scope of contract:	\$44.95/per hr.
1.19	Plumbing supplies, parts, components, fixtures, etc.:	Cost plus: <u>15</u> %

Terms: NET 30

Federal Tax ID Number: 86-0320128

Telephone Number: 602/ 438-7825

Fax Number: 602/ 438-6558

Contact Person: Perry Gross

Vendor Number: 860320128

E-mail Address: herco@dancris.com

Contract Period: To cover the period ending **AUGUST 31, 2004.**

ROTO-ROOTER, 1615 E. OSBORN, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ☒ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ____ NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ____ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ____ NO

PRICING: S073407 / B0603887

1.0 PRICING ATTACHMENT:

Bidders are to provide pricing in columns below and must price-out each line item. Bidders may bid on individual plumbing service OR rootering service, in part or in whole.

Trip charges are explained in Section 2.13.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

Rootering service (electric/mechanical) shall be per service, as explained in Section 2.10. Hydrojet service separately line-item priced.

All billable (non-maintenance) rates after the first hour shall be in increments of one-quarter hour.

Service rates shall start when plumber arrives on-site (See note below). More than one plumber must be pre-approved by the County.

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within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

SERVICE RATES OUTSIDE THE 25-MILE AREA:

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when plumber arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

LABOR, REGULAR HOURS:

5th Call

		YEAR ONE	YEAR TWO	YEAR THREE
1.1	Plumber: (1 hr. min.)	\$83.75	\$83.75	\$83.75
1.2	Plumber Helper: (1 hr. min.)	\$15.00	\$15.00	\$15.00
<i>2nd Call</i>				
1.3	Rootering Service: (2 hr. min.)	\$83.75	\$83.75	\$83.75
1.4	Trip Charges (See Section 2.13):	\$42.75	\$42.75	\$42.75

LABOR, EMERGENCY AFTER HOURS AND SATURDAY:

3rd Call

1.5	Plumber: (1 hr. min.)	\$83.75	\$83.75	\$83.75
1.6	Plumber Helper: (1 hr. min.)	\$15.00	\$15.00	\$15.00
<i>1st Call</i>				
1.7	Rootering Service: (2 hr. min.)	\$83.75	\$83.75	\$83.75
1.8	Trip Charges (See Section 2.13):	\$42.75	\$42.75	\$42.75

ROTO-ROOTER, 1615 E. OSBORN, PHOENIX, AZ 85016

1.0 PRICING ATTACHMENT: (continued)

LABOR, SUNDAY AND HOLIDAY:

3rd call

1.9	Plumber: (1 hr. min.)	\$103.00	\$103.00	\$103.00
1.10	Plumber Helper: (1 hr. min.)	\$22.50	\$22.50	\$22.50
<i>1st Call</i>				
1.11	Rootering Service: (2 hr. min.)	\$103.00	\$103.00	\$103.00
1.12	Trip Charges (See Section 2.13):	\$42.75	\$42.75	\$42.75

OTHER SERVICES:

1.13	Hydrojetting service:	\$250.00/min. 2 hrs.
1.14	Hydrojetting, each additional:	\$125.00/per hr. thereafter
1.15	Technical Training (See section 3.6):	\$50.00 per student/per 4-hour session
1.16	Camera Service: (With operator)	\$150.00/per hr.
1.17	Leak Detection: (With operator)	\$200.00/per hr.
1.18	Labor, for services outside the scope of contract:	\$83.75/per hr.
1.19	Plumbing supplies, parts, components, fixtures, etc.:	Cost plus: <u>20</u> %

Terms:	1% 10 DAYS NET 30
Federal Tax ID Number:	95-2800680
Telephone Number:	602/ 277-9588
Fax Number:	602/ 277-9080
Contact Person:	Bill Ward
Vendor Number:	952800680 A
E-mail Address:	N/A
Contract Period:	To cover the period ending AUGUST 31, 2004.

WJ MALONEY PLUMBING CO., INC., 9119 N. 7TH ST., SUITE 103, PHOENIX, AZ 85020

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING: S073407 / B0603887

1.0 PRICING ATTACHMENT:

Bidders are to provide pricing in columns below and must price-out each line item. Bidders may bid on individual plumbing service OR rootering service, in part or in whole.

Trip charges are explained in Section 2.13.

Service rates shall start when tradesman arrives on-site if within the 25-mile zone.

Rootering service (electric/mechanical) shall be per service, as explained in Section 2.10. Hydrojet service separately line-item priced.

All billable (non-maintenance) rates after the first hour shall be in increments of one-quarter hour.

Service rates shall start when plumber arrives on-site (See note below). More than one plumber must be pre-approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

SERVICE RATES OUTSIDE THE 25-MILE AREA:

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when plumber arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

LABOR, REGULAR HOURS:

4th Call

		YEAR ONE	YEAR TWO	YEAR THREE
1.1	Plumber: (1 hr. min.)	\$73.50	\$77.20	\$81.06
1.2	Plumber Helper: (1 hr. min.)	\$27.50	\$28.87	\$29.90
<i>5th Call</i>				
1.3	Rootering Service: (2 hr. min.)	\$175.00	\$183.75	\$192.94
1.4	Trip Charges (See Section 2.13):	\$162.90	\$171.04	\$179.59

LABOR, EMERGENCY AFTER HOURS AND SATURDAY:

4th call

1.5	Plumber: (1 hr. min.)	\$95.73	\$100.52	\$105.55
1.6	Plumber Helper: (1 hr. min.)	\$41.25	\$43.31	\$44.85
<i>5th Call</i>				
1.7	Rootering Service: (2 hr. min.)	\$227.93	\$239.33	\$251.30
1.8	Trip Charges (See Section 2.13):	\$189.60	\$199.08	\$209.03

WJ MALONEY PLUMBING CO., INC., 9119 N. 7TH ST., SUITE 103, PHOENIX, AZ 85020

2.0 PRICING ATTACHMENT: (continued)

LABOR, SUNDAY AND HOLIDAY:

4th call

1.9	Plumber: (1 hr. min.)	\$117.95	\$123.85	\$130.04
1.10	Plumber Helper: (1 hr. min.)	\$55.00	\$57.74	\$59.80
<i>5th call</i>				
1.11	Rootering Service: (2 hr. min.)	\$280.83	\$294.87	\$309.61
1.12	Trip Charges (See Section 2.13):	\$216.28	\$227.09	\$238.44

OTHER SERVICES:

1.13	Hydrojetting service:	\$300.00/min. 2 hrs.
1.14	Hydrojetting, each additional:	\$150.00/per hr. thereafter
1.15	Technical Training (See section 3.6):	\$294.00per student/per 4-hour session *294.00 for 1 st student for 4 hour. session. Each additional student will be \$50.00.
1.16	Camera Service: (With operator)	\$119.00/per hr.
1.17	Leak Detection: (With operator)	\$119.00/per hr.
1.18	Labor, for services outside the scope of contract:	\$73.50/per hr.
1.19	Plumbing supplies, parts, components, fixtures, etc.:	Cost plus: <u>50</u> %

Terms:	NET 30
Federal Tax ID Number:	86-0257447
Telephone Number:	602/ 944-5516
Fax Number:	602/ 944-4068
Contact Person:	Bill Maloney
Vendor Number:	860257447
E-mail Address:	maloneyplumbing@mindspring.com
Contract Period:	To cover the period ending AUGUST 31, 2004.